

# Canal Winchester

*Town Hall  
10 North High Street  
Canal Winchester, OH 43110*



## Meeting Agenda

**February 5, 2018**

**6:00 PM**

## Council Work Session

*Mike Walker – Chair  
Jill Amos  
Will Bennett  
Bob Clark  
Mike Coolman  
Bruce Jarvis  
Patrick Lynch*

- A. Call To Order
- B. Roll Call
- C. Also In Attendance

*Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson*

**D. Request for Council Action**

**RES-18-002**

*Public Service*

A Resolution To Authorize The Application Of Motor Vehicle Permissive Tax Funds From The Franklin County Engineer For The Gender Rd. Phase IV Project

*- Request to move to full Council*

**RES-18-003**

*Development*

A Resolution Of Intent To Appropriate A Fee Simple Absolute Interest In 0.463 Acres, More Or Less, Located At West Waterloo Street, For The Public Purpose Of Constructing Roadway Improvements, Which Shall Be Open To The Public, Without Charge ([Ex. A](#), [Ex. B](#))

*- Request to move to full Council*

**ORD-18-004**

*Finance*

An Ordinance To Authorize The Mayor To Enter Into A Contract For The Prosecution Of Certain Criminal Cases And Certain Civil Division Cases In The Franklin County Municipal Court For The Calendar Year 2018 With The City Of Columbus Attorney's Office ([Ex. A](#))

*- Request to move to full Council*

**ORD-18-005**

*Finance*

An Ordinance To Authorize The Mayor To Enter Into A Contract For Indigent Defense Representation In The Franklin County Municipal Court With The Franklin County Public Defender On Behalf Of The City Of Canal Winchester Mayors Court For The Calendar Year 2018 ([Ex. A](#))

*- Request to move to full Council*

**ORD-18-006**

*Finance*

An Ordinance Authorizing The Mayor To Enter Into A Contract With The Fairfield County Commissioners And Fairfield County Sheriff's Department For Housing Of Prisoners And Declaring An Emergency ([Ex. A](#))

*- Request to move to full Council*

**ORD-18-007**

*Public Service*

An Ordinance To Authorize The Mayor To Enter Into An Agreement With The Ohio Department Of Natural Resources To Transfer Canal Lands And To Declare An Emergency ([Ex. A](#))

*- Request to move to full Council*

**E. Reports**

*Matt Peoples –*

*Lucas Haire –*

*Amanda Jackson –*

**F. Items for Discussion**

**G. Old/New Business**

**H. Adjournment**

**RESOLUTION NO. 18-002**

**A RESOLUTION TO AUTHORIZE THE APPLICATION OF MOTOR VEHICLE  
PERMISSIVE TAX FUNDS FROM THE FRANKLIN COUNTY ENGINEER FOR THE  
GENDER RD. PHASE IV PROJECT**

WHEREAS, The Franklin County Engineer holds the Motor Vehicle Permissive Tax funds on behalf of the City of Canal Winchester and provides funds upon a successful application of an eligible project; and,

WHEREAS, the Gender Rd. Phase IV project is an eligible project for Motor Vehicle Permissive Tax funds; and,

WHEREAS, at the recommendation of the Director of Public Service and Finance Director, it is in the best interest of the City of Canal Winchester to make application for Motor Vehicle Permissive Tax funds in the amount of \$200,000 for the Gender Rd. Phase IV project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Council of the City of Canal Winchester hereby authorizes the application for Motor Vehicle Permissive Tax funds from the Franklin County Engineer in the amount of \$200,000 for the Gender Rd. Phase IV project.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
FINANCE DIRECTOR/CLERK OF COUNCIL

**RESOLUTION NO. 18-003**

**A RESOLUTION OF INTENT TO APPROPRIATE A FEE SIMPLE ABSOLUTE INTEREST IN 0.463 ACRES, MORE OR LESS, LOCATED AT WEST WATERLOO STREET, FOR THE PUBLIC PURPOSE OF CONSTRUCTING ROADWAY IMPROVEMENTS, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE**

WHEREAS, Council has determined that it is necessary to acquire certain property for the public purpose of quieting title and improving Waterloo Street; and

WHEREAS, said public project requires the City obtain a fee simple interest and a temporary easement from the heirs and assigns of Frank Schirm, as described and depicted in the attached legal descriptions and surveys, said property located in the City of Canal Winchester, County of Franklin, and State of Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. Council hereby considers it necessary and declares its intention to appropriate, for the public purpose of quieting title and making or repairing a road, which shall be open to the public, without charge, a 0.463 acre, more or less, tract in fee simple, said property interest situated in the City of Canal Winchester, Franklin County, Ohio, as more particularly described on the legal description and accompanying survey plat attached hereto as Exhibits A and B and incorporated herein by reference.

SECTION 2. The Mayor shall forthwith cause written notice of the passage of this Resolution to be given to the owners and persons in possession and having an interest of record in the premises. The notice shall be served and returned according to law.

SECTION 3. That this Resolution shall take effect on the earliest possible date permitted by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DATE APPROVED \_\_\_\_\_

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
FINANCE DIRECTOR/CLERK OF COUNCIL

October 26, 2017

**DESCRIPTION OF A 0.463 ACRE TRACT  
BEING A PORTION OF W. WATERLOO STREET, EAST OF GENDER ROAD  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 24, Township 11 North, Range 21 West, Congress Lands, and being a portion of an original 36.8 acre tract of land conveyed to Frank R. Schirm, by deeds of record in Deed Book 1314, Page 264 and Deed Book 2325, Page 330, all references being to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a P.K. nail set in the centerline of Gender Road at centerline station 33+15.30 as shown upon sheet 28 of 36 of Ohio Department of Transportation Centerline Plat for Fra-33-(26.21-30.13) Columbus – Lancaster Road, at the northwest corner of 0.914 acre tract of land conveyed, for Gender Road and W. Waterloo Street ~ Relocated S.R. 674 roadway purposes as Parcel 19 WD (FRA-33-29.53), to State of Ohio, by deed of record in Deed Book 3097, Page 307 and at the southwest corner of said original 36.8 acre tract, said P.K. nail being N 04° 23' 25" E a distance of 39.38 feet from a P.K. nail set at the centerline intersection of also being N 81° 38' 54" W a distance of 570.04 feet from a 1/2" solid iron pin found at the centerline intersection of W. Waterloo Street ~ Relocated S.R. 674 with Gender Road;

thence N 04° 23' 25" E along the centerline of Gender Road a distance of 15.62 feet to a P.K. nail set;

thence S 85° 36' 35" E passing through the residue of said 36.8 acre tract, crossing a portion of Gender Road and with the Limited Access Right-of-Way line of Parcel 81-LA as conveyed, as a perpetual easement for roadway purposes, to the State of Ohio, by deed of record in Deed Book 2370, Page 527 a distance of 130.00 feet to a 3/4" I.D. iron pipe set at the intersection of the easterly right-of-way line of Gender Road with the northerly right-of-way line of W. Waterloo Street ~ Relocated S.R. 674, at the south corner of a 0.099 acre tract of land conveyed, as Parcel 13-WL for Gender Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3065, Page 167 and at the southeast corner of a 2.677 acre tract of land conveyed to Canal Winchester Duchess, LLC, by deed of record in Instrument No. 201603040026283;

thence S 83° 00' 26" E along a northerly right-of-way line of W. Waterloo Street ~ Relocated S.R. 674 and along a south line of said 2.677 acre tract a distance of 110.11 feet to a 3/4" I.D. iron pipe set;

thence S 85° 36' 35" E along a northerly right-of-way line of W. Waterloo Street ~ Relocated S.R. 674, along a south line of said 2.677 acre tract, along the southerly line of a 4.363 acre tract of land conveyed to ALDI Inc., by deed of record in Instrument No. 201610200143787, along the southerly line of a 1.418 acre tract of land conveyed to State Savings Bank, by deed of record in Official Record 29529, Page G 01 and along a southerly line of a 2.00 acre tract of land conveyed to Carriage Services of Ohio, LLC, by deed of record in Instrument No. 200106250142489 a distance of 1,160.00 feet to a 3/4" I.D. iron pipe set (passing a 3/4" I.D. iron pipe found at the southeast corner of said 2.677 acre tract at 229.88 feet and passing a 3/4" I.D. iron pipe found at the southeast corner of said 4.363 acre tract at 751.58 feet);

thence S 81° 48' 04" E along a northerly right-of-way line of W. Waterloo Street ~ Relocated S.R. 674 and along a southerly line of said 2.000 acre tract a distance of 104.03 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 2.000 acre tract, at the south corner of a 0.452 acre tract of land conveyed, as Parcel 1, to Gale L. Taylor, Trust, by deed of record in Instrument No. 201612130171390, at the northwesterly line of a tract of land conveyed, as Parcel 2, to Gale Taylor, Trust, by deed of record in Instrument No. 201612130171390 and in the southeasterly line of said original 36.8 acre tract;

thence S 52° 32' 01" W crossing a portion of said right-of-way of W. Waterloo Street ~ Relocated S.R. 674, along a portion of the northwesterly line of said Parcel 2 and along a portion of the southeasterly line of said original 36.8 acre tract a distance of 12.88 feet to a 3/4" I.D. iron pipe set at the southeast corner of said original 36.8 acre tract and in the north line of an original 35.35 acre tract of land conveyed, as Parcel IV, to Robert S. Wood, by deed of record in Official Record 30958, Page D 16;

thence N 85° 25' 21" W along a portion of the south line of said original 36.8 acre tract and along a portion of the north line of said original 35.35 acre tract a distance of 1,494.21 feet to the place of beginning;

October 26, 2017

containing 0.463 acre of land, more or less, and being subject to all highways, easements and restrictions of record. Of said 0.463 acres, 0.047 acre is with Gender Road Right-of-way and 0.416 acre is within W. Waterloo Street ~ Relocated S.R. 674 Right-of-Way and all is within P.N. 184-001952.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in October, 2017. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of W. Waterloo Street ~ Relocated S.R. 674, being S 85° 36; 35" W, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS\_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

*Kevin L. Baxter*

Kevin L. Baxter ~ Ohio Surveyor #7697









**ORDINANCE NO. 18-004**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROSECUTION OF CERTAIN CRIMINAL CASES AND CERTAIN CIVIL DIVISION CASES IN THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE CALENDAR YEAR 2018 WITH THE CITY OF COLUMBUS ATTORNEY'S OFFICE**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the City of Columbus Attorney's Office for the prosecution of certain criminal cases in the Franklin County Municipal Court; and

WHEREAS, the City of Columbus Attorney's Office may also provide representation of the Bureau of Motor Vehicles in certain cases in the Civil Division of the Franklin County Municipal Court;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the City of Columbus Attorney's Office to provide prosecution of certain criminal cases in the Franklin County Municipal Court for the period from January 1, 2018 through December 31, 2018 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
FINANCE DIRECTOR/CLERK OF COUNCIL

## **CONTRACT FOR LEGAL SERVICES**

This contract is made this 29<sup>th</sup> day of January, 2018 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the City of Canal Winchester for the prosecution of certain cases in the Franklin County Municipal Court, Criminal Division, for the provision of victim advocacy services by the City Attorney's Prosecutor Division, Domestic Violence/Stalking Unit (hereinafter "DVSU"), and for the representation of the Bureau of Motor Vehicles (hereinafter "BMV") in certain cases before the Franklin County Municipal Court, Civil Division.

### **SCOPE OF SERVICES:**

1. The City Attorney, by and through its personnel in the Prosecutor Division, shall represent the BMV in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4510.17 and 4510.037, in which the legal representative of the City of Canal Winchester would otherwise have a duty to represent the BMV.
2. The City Attorney, by and through its personnel in the Intake Section of the Prosecution Resources Unit ("PRU") of the Prosecutor Division, shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and/or the Ordinances of the City of Canal Winchester, alleged to have occurred within the jurisdictional limits of the City of Canal Winchester, Franklin County. When appropriate, as determined by PRU personnel, the PRU will assist such individuals in the preparation and filing of complaints charging such offenses, in the sending of warning letters, in the provision of mediation services, and/or in the referring of matters for civil protection orders or to other governmental and/or social services agencies.

### **CONTRACT TERM:**

The term of this Contract shall commence on January 1, 2018, and shall conclude on December 31, 2018, subject to prior termination as hereinafter provided. This Contract may be renewed at the option of both parties before the end date of this Contract.

### **BILLING AND PAYMENT TERMS:**

<b><u>Services</u></b>	<b><u>Flat Fee</u></b>
Case with BMV Hearing(s)	\$30
Intake Services	\$30

- This billing structure shall apply to:
  - Intake services provided on or after January 1, 2018;

- BMV Hearings scheduled on or after January 1, 2018;
- Our office will bill your municipality on a quarterly basis and full payment is required within 90 days of the invoice date.
- Any cases/intake services/appeals commencing prior to January 1, 2018 shall be subject to the terms of the 2017 contract with our office.

TERMINATION:

Notwithstanding anything to the contrary in this Contract, both parties may terminate this Contract without liability upon written notice to the other party at least 30 days prior to termination.

APPLICABLE LAW:

The parties hereto agree that this Contract and the performance hereunder shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year written above.

**CITY OF COLUMBUS, OHIO**

By: \_\_\_\_\_  
Zach Klein, City Attorney

**CITY OF CANAL WINCHESTER, OHIO**

By: \_\_\_\_\_

**ORDINANCE NO. 18-005**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR INDIGENT DEFENSE REPRESENTATION IN THE FRANKLIN COUNTY MUNICIPAL COURT WITH THE FRANKLIN COUNTY PUBLIC DEFENDER ON BEHALF OF THE CITY OF CANAL WINCHESTER MAYORS COURT FOR THE CALENDAR YEAR 2018**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Franklin County Public Defender for indigent defense representation in the Franklin County Municipal Court; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the Franklin County Public Defender to provide indigent defense representation in the Franklin County Municipal Court for the period from January 1, 2018 through December 31, 2018 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
FINANCE DIRECTOR/CLERK OF COUNCIL

## FRANKLIN COUNTY PUBLIC DEFENDER

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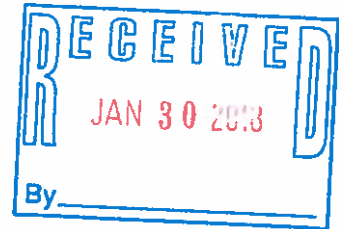
373 South High Street  
(614) 645-8980

12<sup>th</sup> Floor  
(614) 525-3194

Columbus, Ohio 43215  
Fax (614) 461-6470

January 26, 2018

Amanda Jackson  
Finance Director  
36 S. High Street  
Canal Winchester, Ohio 43110-1213



Dear Ms. Finance Director:

The existing contract for indigent defense representation with your city is scheduled to expire January 1, 2018.

Enclosed please find a copy of a new contract for your review and hopefully your signature. Based upon an analysis of our cost efficiencies for the year 2018, the charge per case will be \$76.65. The total amount charged per case is also based upon an anticipated 2018 state reimbursement rate of 45%.

Please contact me if you have any questions concerning the above.

Respectfully,

Yeura R. Venters

Director

/agl

Enclosure

# FRANKLIN COUNTY PUBLIC DEFENDER

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373 South High Street

(614) 645-8980

12<sup>th</sup> Floor

(614) 525-3194

Columbus, Ohio 43215

Fax (614) 461-6470

## CONTRACT

This Agreement, beginning on January 1, 2018 by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev. Code, section 120.14(E), and the City of Canal Winchester, for the defense of indigent defendants before the Franklin County Municipal Court; the parties agree as follows:

The Franklin County Public Defender Commission hereby agrees to represent, through the personnel employed by the Franklin County Public Defender Commission, all indigent persons, coming before the Franklin County Municipal Court, Criminal Division, charged with a violation of an ordinance of the City of Canal Winchester, which occur within the limits of Canal Winchester, Ohio; provided that the Franklin County Public Defender Commission, reserves the right to decline representation if a conflict of interest exists in any specific case filed in or coming before the Franklin County Municipal Court; and, provided further, that the Mayor of Canal Winchester, Ohio, reserves the right to appoint other counsel to represent defendants charged with a violation of an ordinance of Canal Winchester, Ohio, or traffic and/or criminal statutes of the State of Ohio, which occur within the jurisdictional limits of Canal Winchester, Ohio in any specific case filed in or coming before the Franklin County Municipal Court.

The City of Canal Winchester agrees to pay the sum of \$76.65 per case. Said sum due to be stated by invoice from the Franklin County Public Defender at quarterly intervals. Checks or warrants should be made payable to the Columbus City Treasurer - Public Defender Service.

This contract may be terminated by either party at any time before the expiration of the contract, by giving thirty (30) days written notice to the other party, of its intention to terminate.

The parties further agree that this Contract shall be in full force and effect from the date first written above through December 31, 2018, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Canal Winchester

BY: \_\_\_\_\_

Finance Director

Franklin County Public Defender Commission

BY: \_\_\_\_\_

Richard F. Swope  
Chairman

**ORDINANCE NO. 18-006**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FAIRFIELD COUNTY COMMISSIONERS AND FAIRFIELD COUNTY SHERIFF'S DEPARTMENT FOR HOUSING OF PRISONERS AND DECLARING AN EMERGENCY**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Fairfield County Commissioners and Fairfield County Sheriff's Department for housing of prisoners; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the Fairfield County Commissioners and the Fairfield County Sheriff's Department for the period from January 1, 2018 through December 31, 2018 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to immediately begin housing prisoners; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DATE APPROVED \_\_\_\_\_

\_\_\_\_\_  
LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
FINANCE DIRECTOR/CLERK OF COUNCIL



**CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL  
BETWEEN FAIRFIELD COUNTY AND THE CITY OF CANAL WINCHESTER**

**WHEREAS**, this contract is made this day of Jan. 23, 2018, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, hereafter referred to as "the Board", the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, hereafter referred to as "the Sheriff", and the City of Canal Winchester, located at 36 South High Street, Canal Winchester, OH 43110, hereafter referred to as "the City".

**WHEREAS**, the City, which does not have a workhouse or a jail within its municipal limits, wants to contract with the Board and the Sheriff, pursuant to R.C. 753.02 and 341.23, to use the Fairfield County Jail to house the City's prisoners who have been lawfully committed to custody, by the Sheriff or his deputies, via arrest or court order for any reason, and/or who have been charged with any misdemeanor offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

**WHEREAS**, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Board, the Sheriff and the City for the term hereinafter set forth.

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The Board and the Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
  - a. All persons arrested in the City by the Sheriff for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Fairfield County for purposes of compensation under this contract.
  - b. All persons arrested in the City by the Sheriff for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.

- c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The City shall pay to the Sheriff sixty-five dollars (\$65.00) per day for each person incarcerated in the Fairfield County Jail under Paragraph 1.
  3. Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
  4. The Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail, or having received any prisoner thereafter.
  5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
  6. The City agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
  7. The Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Sheriff, via his deputies transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the City for reimbursement as permitted under R.C. 341.23(C).
  8. The City shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
  9. No person under eighteen (18) years of age shall be received except on the approval of the Fairfield County Juvenile Court.
  10. The Sheriff shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the City to the Fairfield County Treasurer within (30) days of the date of the statement and said payment shall be applied to the Fairfield County General Fund. The Sheriff may refuse to accept prisoners if timely payment is not made.


11. The City agrees that during the contract term, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the City specifically agrees to furnish to the Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the City shall update the information as any change becomes known. The Sheriff agrees that the Fairfield County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the Sheriff, via his jail staff. In situations where no working telephone number is provided, the City shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. The City acknowledges that failure to comply with these notifications terms will result in the refusal by the Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.
13. This Agreement may be terminated by either party during its term for any reason, by giving the other party a minimum of ninety (90) days written notice.
14. This Agreement shall be effective January 1, 2018, and terminate December 31, 2018, with the option to renew for additional one (1) year terms, upon mutual agreement of all of the parties.

This agreement entered into on behalf of the Board/the City (indicate which one) pursuant to Resolution/Ordinance Number \_\_\_\_\_, passed \_\_\_\_\_, 20\_\_

Any alteration of contract shall result in the contract being null and void.

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

  
Steve Davis

1/23/18  
Date

Absent  
Mike Kiger

Date

  
Dave Levacy

1/23/18  
Date

FAIRFIELD COUNTY SHERIFF

  
Dave Phalen

1/24/18  
Date

CITY OF CANAL WINCHESTER

\_\_\_\_\_  
Mayor Michael Ebert

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Kyle Witt, Fairfield County Prosecutor

\_\_\_\_\_  
Date

**ORDINANCE NO. 18-007**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES TO TRANSFER CANAL LANDS AND TO DECLARE AN EMERGENCY**

WHEREAS, the City of Canal Winchester desires to acquire a parcel of land, PID 184-001310-00, owned by the State of Ohio for recreational purposes; and

WHEREAS, the City hereby finds and determines that acquiring the portion of abandoned Ohio and Erie Canal lands east of the intersection of Gender and Groveport Roads, north of Groveport Rd. will promote the welfare of the residents of the City, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

SECTION 1. That the Mayor be and hereby is authorized and directed to sign the agreement to transfer canal lands substantially similar to Exhibit A which is attached hereto and made part hereof.

SECTION 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the agreement and the need to immediately begin preparations for the transfer of the land; wherefore, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
FINANCE DIRECTOR/CLERK OF COUNCIL

County: Franklin

**AGREEMENT TO TRANSFER CANAL LANDS**

This AGREEMENT, made and entered into pursuant to R.C. 1501.01, 1520.02, and 1546.02, by and between the State of Ohio, Department of Natural Resources, the Grantor, whose mailing address is 2045 Morse Road, Building E-2, Columbus, Ohio 43229, and the City of Canal Winchester, whose mailing address is 36 S. High Street, Canal Winchester, Ohio, 43110, hereinafter individually and collectively referred to as the Grantee.

WITNESSETH, THAT IN CONSIDERATION of the mutual benefits conferred and the mutual promises of the parties herein contained, the Grantor agrees to transfer and convey the below described canal land, with a possibility of reverter clause in favor of the State of Ohio should the canal land herein no longer be used only for public recreational and roadway purposes, including associated utilities by Grantee. Grantee fully understands and agrees that the subject canal land shall only be used for public recreational and roadway purposes, including associated utilities. If any portion of the below described canal land is not used for public recreational and roadway purposes, including associated utilities, under this Agreement, then the canal land shall automatically revert to the Grantor.

Grantee further agrees to accept, upon and under the provisions, terms, and conditions herein expressed, the following described canal land:

Being approximately 3.3 acres of the abandoned Ohio and Erie Canal lands, still under the State of Ohio's ownership situated in the State of Ohio, in the City of Canal Winchester, and County of Franklin, and as shown in EXHIBIT A.

Further reference is made to Ohio and Erie Canal Plat No. 149, being a plat of a part of the Harry Anno Survey of the Ohio & Erie Canal Lands on file in the office of the Ohio Department of Natural Resources, Office of Real Estate and Land Management at Columbus, Ohio.

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The parties agree that the transfer of the above-described canal land to Grantee is subject to any and all outstanding easements, rights, permits and right-of-way license agreements for the installation and maintenance of gas lines, water lines, sewers, telephone, telegraph, optic fiber cables, power transmission lines, and other utilities which have been granted by the Grantor, whether or not the same may be of record.

**The Grantee shall, at its expense, prepare a survey of the canal land to be transferred. This survey shall meet all requirements for transferring and recording in the County where it is to be recorded and shall be subject to the approval of the Grantor.**

The Grantee fully understands and agrees that the Grantor, at its sole discretion, may consider this Agreement null and void, with all obligations thereunder ceasing, in the event that the Grantee fails to execute and return this Agreement to the Grantor within forty-five (45) days of the Grantee's receipt of this Agreement.

Upon receipt of the survey from Grantee according to the terms of this Agreement, the Grantor further agrees to convey said canal land to the Grantee by a properly executed Governor's Deed of Quit Claim. Said Governor's Deed shall be delivered by Grantor to the Grantee at the time of consummation and closing of this Agreement.

The Grantee shall not be liable for the payment of any taxes before the date of transfer of the above-described canal land. However, the Grantee shall be responsible for any transfer fees, and the like, as a result of the transfer, and shall save and hold the Grantor harmless for the same. The Grantee shall notify the County Auditor of this transfer as soon as practical after the date of receipt of deed.

The Grantee shall record the Governor's Deed of Quit Claim with the county recorder's office as soon as practicable, but no later than thirty (30) days after the date of receipt of the Governor's Deed of Quit Claim. Following recordation with the county recorder's office, the Grantee shall send a



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recorded copy of the Governor's Deed of Quit Claim to the Ohio Department of Natural Resources, Office of Real Estate – Ohio & Erie Canal Program, Building E-2, 2045 Morse Road, Columbus, OH 43229.

Grantee, by signature on this document, certifies that Grantee: (1) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) will take no action inconsistent with those laws. The Grantee, understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

Obligations of the Grantor are subject to the provisions of Section 126.07 of the Ohio Revised Code.

This Agreement states the entire agreement between the parties and supersedes and replaces all oral and written representations, bids, agreements, memoranda and correspondence between, by or for the parties relating to the canal land, and shall be construed in accordance with and governed by the laws of Ohio. No amendment or modification of this Agreement shall be binding unless made by written instrument of equal formality signed by both Grantor and Grantee. Waiver by either party of performance by the other party of any of the provisions of the Agreement shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.

This Agreement shall not be assignable by the Grantee without prior written consent of the Grantor.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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**GRANTEE: City of Canal Winchester**

BY: \_\_\_\_\_

STATE OF OHIO

COUNTY OF FRANKLIN

Before me, a notary public in and for said County and State, personally appeared the above-named \_\_\_\_\_, representing the City of Canal Winchester, who acknowledged that he/she did sign the foregoing instrument, and that the same is their free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

County: Franklin

GRANTOR

\_\_\_\_\_  
JAMES ZEHRINGER, Director  
Ohio Department of Natural Resources

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a notary public in and for said County and State, personally appeared \_\_\_\_\_, representing the Ohio Department of Natural Resources, who acknowledges that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at \_\_\_\_\_,  
Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
PAUL BALDRIDGE, Chief  
Office of Real Estate

\_\_\_\_\_  
MIKE DeWINE  
Ohio Attorney General

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

This instrument prepared by: Gerald E. Dailey, Assistant Attorney General  
M:\~Real Estate\Ohio Erie Canal\City of Canal Winchester Transfer Agreement 1.23.2018.doc

**EXHIBIT A**



State of Ohio - Franklin County – City of Canal Winchester. Part of parcel 184-001310-00.